



For Bank Use Only
Due: November 30, 2026
Obligor #: 0608886739
Obligation #:

INSTALLMENT OR SINGLE PAYMENT NOTE
(Small Loan Indemnity)

\$98,000.00

Dated as of October 30, 2019

FOR VALUE RECEIVED, the undersigned borrower (the "Borrower"), promises to pay to the order of U.S. Bank National Association (the "Bank") in accordance with the terms of this Installment or Single Payment Note (the "Note"), the principal sum of Ninety-Eight Thousand and NO/100 Dollars (\$98,000.00) (the "Loan Amount").

1. **Terms for Advance(s); Business Purpose.** As of the date hereof, Borrower has obtained a term loan from Bank in an amount equal to the Loan Amount set forth above. Such loan is made for the business purposes of Borrower and will be used exclusively by Borrower for the specific business purposes represented to and approved by Bank.

2. **Interest.** The unpaid principal balance will bear interest at an annual rate of 3.63%.

3. **Payment Schedule.** Principal and interest are payable in installments of \$1,329.46 each, beginning December 31, 2019, and on the last day of each consecutive month thereafter, plus a final payment equal to all unpaid principal and accrued interest on November 30, 2026, the maturity date.

4. **Closing Fee.** Not applicable.

5. **Calculation of Interest.** Interest will be computed for the actual number of days principal is unpaid, using a daily factor obtained by dividing the stated interest rate by 360.

6. **This Section intentionally omitted.**

7. **Late Payment Fee.** Subject to applicable law, if any payment is not made on or before its due date and within any applicable statutory grace period, Bank may collect a delinquency charge of 5.0% of the unpaid amount. Collection of the late payment fee shall not be deemed to be a waiver of Bank's right to declare a default hereunder.

8. **Default Interest Rate.** Notwithstanding any provision of the Note to the contrary, upon any default or at any time during the continuation thereof (including failure to pay upon maturity), Bank may, at its option and subject to applicable law, (a) increase the interest rate on the Note to a rate of 5% per annum plus the interest rate otherwise payable under the Note and (b) until Bank elects to accelerate payment of the Note according to the default section, increase the required periodic payments under the Note accordingly. Notwithstanding the foregoing and subject to applicable law, upon the occurrence of a default by Borrower or any guarantor involving bankruptcy, insolvency, receivership proceedings or an assignment for the benefit of creditors, the interest rate on the Note shall automatically increase to a rate of 5% per annum plus the rate otherwise payable under the Note.

9. **Maximum Rate.** In no event will the interest rate hereunder exceed that permitted by applicable law. If any interest or other charge is finally determined by a court of competent jurisdiction to exceed the maximum amount permitted by law, the interest or charge shall be reduced to the maximum permitted by law, and Bank may credit any excess amount previously collected against the balance due or refund the amount to Borrower.

10. Prepayment.

The Note may be prepaid at any time upon payment of all principal, interest, fees and expenses in connection with the Note including, to the extent permitted by law, payment of \$250.00 for the early termination of the Note. Any permitted prepayment shall be in an amount equal to the remaining entire principal balance of the Note.

Borrower hereby acknowledges that Borrower shall be required to pay the above prepayment charges with respect to any portion of the principal balance accelerated or paid before its scheduled due date, whether voluntarily, involuntarily, or otherwise, including without limitation any principal payment made following default, demand for payment, acceleration, collection proceedings, foreclosure, sale or other disposition of collateral, bankruptcy or other insolvency proceedings, eminent domain, condemnation, application of insurance proceeds or otherwise. Such prepayment charges shall at all times be an Obligation as well as an undertaking by Borrower to Bank whether arising out of acceleration or a voluntary or mandated prepayment.

11. **Financial Information.** Borrower will (i) maintain accounting records in accordance with Applicable Accounting Standards; (ii) provide Bank with such information concerning its business affairs and financial condition (including insurance coverage) as Bank may request; and (iii) without request, provide to Bank, in form and content acceptable to Bank:

For Borrower, the following financial information:



Annual Financial Statements: Not later than 330 days after the end of each fiscal year, annual financial statements, audited by a certified public accounting firm acceptable to Bank.

"**Applicable Accounting Standards**" means for any Subject Party which is not a natural person or the revocable trust of a natural person, generally accepted accounting principles or such other basis of accounting as may be acceptable to Bank in its sole discretion; and for any Subject Party which is a natural person or the revocable trust of a natural person, cash basis accounting principles or such other basis of accounting as may be acceptable to Bank in its sole discretion. For any given Subject Party, Applicable Accounting Standards will be consistently applied through the accounting periods involved. "Subject Party" shall mean the party or parties to which a particular financial reporting requirement applies. For any Subject Party who does not have a separate fiscal year for tax reporting purposes, the fiscal year will be deemed to be the calendar year.

12. Credit Balances; Setoff. As additional security for the payment of the obligations described in the Note or any document securing or related to the Note (collectively the "**Loan Documents**") and any other obligations of Borrower to Bank of any nature whatsoever (collectively the "**Obligations**"), Borrower hereby grants to Bank a security interest in, a lien on and an express contractual right to set off against all accounts of Borrower at Bank, and all other property of Borrower now or hereafter in the possession of Bank and the right to refuse to allow withdrawals from any account (collectively "**Setoff**"). Bank may, at any time upon the occurrence of a default hereunder (notwithstanding any notice requirements or grace/cure periods under this or other agreements between Borrower and Bank) Setoff against the Obligations whether or not the Obligations (including future installments) are then due or have been accelerated, all without any advance or contemporaneous notice or demand of any kind to Borrower, such notice and demand being expressly waived.

13. Conditions to Borrowing; Advances and Paying Procedure. Bank will not be obligated to make (or continue to make) advances hereunder unless (i) Bank has received executed originals of the Note and all other documents or agreements applicable to any loans described herein, including but not limited to the Loan Documents, in form and content satisfactory to Bank; (ii) if the Note and loans thereunder are secured, Bank has received confirmation satisfactory to it that Bank has a properly perfected security interest, mortgage or lien, with the proper priority; (iii) to the extent required by applicable law, Bank has received and reviewed flood determinations covering all real estate collateral securing the Note and loans thereunder, Bank has provided to Borrower any required regulatory notice pertaining to any such real estate collateral located in a special flood hazard area, and Borrower or the owner of any such real estate collateral has provided evidence of sufficient flood insurance covering any real estate collateral located in a special flood hazard area and any personal property contents therein, all in form and content satisfactory to Bank; (iv) Bank has received certified copies of Borrower's governance documents and certification of entity status satisfactory to Bank and all other relevant documents; (v) Bank has received a certified copy of a resolution or authorization in form and content satisfactory to Bank authorizing the Note and loans and all acts contemplated by the Loan Documents, and confirmation of proper authorization of all guaranties and other acts of third parties contemplated hereunder; (vi) if required by Bank, Bank has been provided with an Opinion of Borrower's counsel in form and content satisfactory to Bank confirming the matters outlined in Section 2.2 and such other matters as Bank requests; (vii) no default exists under the Note or under any other Loan Documents, or under any other agreements by and between Borrower and Bank; and (viii) all proceedings taken in connection with the transactions contemplated by the Note (including any required environmental assessments), and all instruments, authorizations and other documents applicable thereto, are satisfactory to Bank and its counsel.

Bank is authorized and directed to credit any of Borrower's accounts with Bank, any account(s) of Borrower maintained at another institution and/or any other account(s) designated by Borrower for all loans made hereunder, and Bank is authorized to debit any account into which loans made hereunder have been deposited, or any other account of Borrower with Bank, for the amount of any principal, interest, fees, expenses and other amounts payable under the Note, or under any other Loan Document, as and when such amounts become due and payable. Payments due under the Note and other Loan Documents will be made in lawful money of the United States. All payments may be applied by Bank, in whole or in part, to principal, interest and other amounts due or to become due under the Loan Documents in any order which Bank elects. If, upon any request by Borrower to Bank to issue a wire transfer, there is an inconsistency between the name of the recipient of the wire and its identification number as specified by Borrower, Bank may, without liability, transmit the payment via wire based solely upon the identification number. Requests for loan advances, as well as directions for payment from Borrower's account(s), may be given orally or in writing. Bank may, but need not, require oral requests to be confirmed in writing. Each advance shall be conclusively deemed to have been made at the request of and for the benefit of Borrower (i) when credited to any deposit account of Borrower maintained with Bank or any other institution, or (ii) when advanced in accordance with the instructions of an authorized person.

14. Defaults. Notwithstanding any cure periods described below, Borrower shall immediately notify Bank in writing when Borrower obtains knowledge of the occurrence of any default specified below. Regardless of whether Borrower has given the required notice, the occurrence of one or more of the following shall constitute a default:

- (a) **Nonpayment.** Borrower shall fail to pay (i) any interest due on the Note or any fees, charges, costs or expenses under the Loan Documents by 5 days after the same becomes due; or (ii) any principal amount of the Note when due.
- (b) **Nonperformance.** Borrower or any guarantor of Borrower's Obligations to Bank ("**Guarantor**") shall fail to perform or observe any agreement, term, provision, condition, or covenant (other than a default occurring under (a), (c), (d), (e), (f) or (g) of this paragraph 14) required to be performed or observed by Borrower or any Guarantor hereunder, under any guaranty of Borrower's Obligations to Bank or under any other Loan Document or other agreement with or in favor of Bank.
- (c) **Misrepresentation.** Any financial information, statement, certificate, representation or warranty given to Bank by Borrower or any Guarantor (or any of their representatives) in connection with entering into the Note or the other Loan Documents



and/or any borrowing thereunder, or required to be furnished under the terms thereof, shall prove untrue or misleading in any material respect (as determined by Bank in the exercise of its judgment) as of the time when given.

- (d) **Default on Other Obligations.** Borrower or any Guarantor shall be in default under the terms of any loan agreement, promissory note, lease, conditional sale contract, guaranty or other agreement, document or instrument evidencing, governing or securing any indebtedness or other obligations owing by Borrower or any Guarantor to Bank or any indebtedness in excess of \$10,000 owing by Borrower or any Guarantor to any third party, and the period of grace, if any, to cure said default shall have passed.
- (e) **Judgments.** Any judgment shall be obtained against Borrower or any Guarantor which, together with all other outstanding unsatisfied judgments against Borrower (or such Guarantor), shall exceed the sum of \$10,000 and shall remain unvacated, unbonded or unstayed for a period of 30 days following the date of entry thereof.
- (f) **Certain Guarantor Events.** (i) Any Guarantor shall die or cease to exist or any event shall occur which results in or requires the dissolution or winding up of any Guarantor; or (ii) any Guarantor shall attempt to revoke any guaranty of the Obligations described herein, or any guaranty becomes unenforceable in whole or in part for any reason.
- (g) **Certain Borrower Events; Bankruptcy/Insolvency of Borrower or Guarantor.** (i) Borrower shall die or cease to exist or any event shall occur which results in or requires the dissolution or winding up of Borrower; or (ii) any bankruptcy, insolvency or receivership proceedings, or an assignment for the benefit of creditors, shall be commenced under any federal or state law by or against Borrower or any Guarantor.
- (h) **Adverse Change; Insecurity.** (i) There is a material adverse change in the business, properties, financial condition or affairs of Borrower or any Guarantor, or in any collateral securing the Obligations; or (ii) Bank in good faith deems itself insecure.

15. Termination of Advances; Additional Bank Rights. Upon the occurrence of any of the events identified in paragraph 14, Bank may at any time (notwithstanding any notice requirements or grace/cure periods under this or other agreements between Borrower and Bank) (i) immediately terminate its obligation, if any, to make additional loans to Borrower; (ii) Setoff; and/or (iii) take such other steps to protect or preserve Bank's interest in any collateral, including without limitation, notifying account debtors to make payments directly to Bank, advancing funds to protect any collateral and insuring collateral at Borrower's expense; all without demand or notice of any kind, all of which are hereby waived.

16. Acceleration of Obligations. Upon the occurrence of any event under paragraph 14(g), the unpaid principal balance of the Obligations, together with all interest accrued thereon and other amounts accrued hereunder and under the other Loan Documents, shall thereupon be immediately due and payable, all without presentation, demand, protest or notice of any kind, all of which are hereby waived, and notwithstanding anything to the contrary contained herein or in any of the other Loan Documents. Upon the occurrence of any of the events identified in paragraph 14(a) through 14(f) and paragraph 14(h), and the passage of any applicable cure periods, Bank may at any time thereafter, by written notice to Borrower, declare the unpaid principal balance of any Obligations, together with the interest accrued thereon and other amounts accrued hereunder and under the other Loan Documents, to be immediately due and payable; and the unpaid balance shall thereupon be due and payable, all without presentation, demand, protest or further notice of any kind, all of which are hereby waived, and notwithstanding anything to the contrary contained herein or in any of the other Loan Documents. Nothing contained in paragraph 14 or 15 or this paragraph shall limit Bank's right to Setoff as provided in the Note.

17. Collateral. As of the date of the Note, the Note is secured by any and all security interests, pledges and other liens, if any, against personal property of any Borrower now or hereafter in existence granted to Bank to secure indebtedness of Borrower to Bank, regardless of whether the indebtedness evidenced by the Note is in any way related to or of the same or different type or class as any other indebtedness or obligations secured by any such liens, but only if and to the extent that the instrument or agreement granting any such lien by its terms secures the Note or by its terms broadly secures all existing and/or future credit granted by Bank to any Borrower, to any Borrower and others, to others guaranteed, endorsed or otherwise secured by any Borrower, or to any debtor-in-possession or other successor-in-interest of any Borrower; provided, however, that liens originally granted to secure only indebtedness of a natural person or the revocable trust of a natural person incurred for personal, family or household purposes shall not secure the Note.

18. Guaranties. The Note is guaranteed by each and every guaranty now or hereafter in existence guaranteeing the indebtedness of Borrower to Bank (except for any guaranty expressly limited by its terms to a specific separate obligation of Borrower to Bank or which guarantees indebtedness incurred for personal, family or household purposes).

19. Additional Bank Rights. Without affecting the liability of any Borrower, endorser, surety or guarantor, Bank may, without notice, renew or extend the time for payment, accept partial payments, release or impair any collateral security for the payment of the Note, or agree not to sue any party liable on it.

20. Enforceability; Accuracy of Information. Borrower makes the following warranties and agrees as follows: (A) The Note and the other Loan Documents are the legal, valid and binding obligations of Borrower, enforceable against Borrower in accordance with their terms. (B) The execution, delivery and performance of the Note and all other Loan Documents to which Borrower is a party (i) are within Borrower's power; (ii) do not require the approval of any governmental agency; and (iii) will not violate any law, agreement or restriction by which Borrower is bound. (C) The Note and all other Loan Documents to which any Borrower which is not a natural person is a party have been authorized by all appropriate entity action. (D) All information, certificates or statements given to Bank in connection with or pursuant to any of the Loan Documents or the loan facility evidenced thereby will be true and complete when given.



21. Organization and Authority; Existence; Compliance with Laws. Borrower and any Guarantor each makes the following warranties and agrees as follows: (A) Any Borrower or Guarantor which is a corporation, limited liability company, partnership, limited partnership or other legal entity (i) is and will at all times remain validly existing and in good standing under the laws of its state of organization; (ii) will preserve its existence, rights and franchises; (iii) will not liquidate, dissolve, acquire another entity or merge or consolidate with or into another entity, divide or split itself into multiple legal entities or change its form of organization; (iv) will not amend its organizational documents in any manner that may conflict with any term or condition of the Loan Documents; and (v) will not sell, lease, transfer or otherwise dispose of all or any material portion of its assets. (B) Borrower (i) has and will at all times continue to have all requisite power and authority necessary to conduct its business and own its properties; and (ii) will not make any material change in the nature or manner of its business activities. (C) If any Borrower or Guarantor is a trust, neither the settlor(s) of any such trust nor any court having jurisdiction over such trust will revoke such trust, in whole or part, or modify the terms of such trust in a manner that may conflict with any term or condition of the Loan Documents. (D) No event shall occur which causes or results in a transfer of more than 25% of the direct or indirect beneficial ownership of any Borrower which is a legal entity or any Guarantor which is a legal entity while any obligations are outstanding or while Bank has any obligation to provide funding to Borrower. Notwithstanding the foregoing, without the prior consent of Bank, any Borrower or Guarantor which is a natural person may transfer his or her assets into a revocable trust beneficially owned and controlled by such natural person so long as such trust becomes a co-obligor with the Borrower or Guarantor, as the case may be, on terms satisfactory to Bank; and any natural person which is a beneficial owner of Borrower or any Guarantor may transfer his or her interest in Borrower or such Guarantor to a revocable trust beneficially owned and controlled by such natural person so long as such trust executes a guaranty of the obligations of Borrower equivalent in form and substance to any guaranty then being provided by such beneficial owner. (E) Borrower has complied with and will at all times continue to comply with all laws applicable to its business and its properties including the payment, when due, of its taxes, assessments, wages and employee obligations and has and will continue to have all permits, licenses and approvals required by such laws. (F) If any portion of the loan advances under the Note are guaranteed under a governmental or quasi-governmental loan guaranty program, Borrower has also complied with and will at all times continue to comply with the requirements of such program and any related guaranty approval conditions.

22. Waivers; Relationship to Other Documents. All Borrowers, endorsers, sureties and guarantors waive presentment, protest, demand, and notice of dishonor. No delay on the part of Bank in exercising any right, power or privilege hereunder or under any of the other Loan Documents will operate as a waiver thereof, nor will any single or partial exercise of any right, power or privilege hereunder preclude other or further exercise thereof or the exercise of any other right, power or privilege. The warranties, representations, covenants and other obligations of Borrower (and the rights and remedies of Bank) that are outlined in the Note and the other Loan Documents are intended to supplement each other. In the event of any inconsistencies in any of the terms in the Loan Documents, all terms will be cumulative so as to give Bank the most favorable rights set forth in the conflicting documents, except that if there is a direct conflict between any preprinted terms and any transaction-specific terms (whether included in an additional terms section, addendum or otherwise), the transaction-specific terms will control. Furthermore, Borrower has had an opportunity to fully review the Note and the other Loan Documents to which Borrower is a party, and accordingly, Borrower and Bank waive any presumption or rule requiring construction of the Note and the other Loan Documents against the drafter.

23. Expenses and Attorneys' Fees. Upon demand, Borrower will immediately reimburse Bank and any purchaser of some or all of the obligations of Borrower under the Note (the "Purchaser") for all reasonable attorneys' fees and all other costs, fees, taxes and out-of-pocket disbursements incurred by Bank or any Purchaser in connection with the preparation, execution, delivery, administration, defense and enforcement of the Note or any of the other Loan Documents, including reasonable attorneys' fees and all other costs, taxes and fees (a) incurred before or after commencement of litigation or at trial, on appeal or in any other proceeding, (b) incurred in any bankruptcy proceeding, (c) assessing and responding to any subpoena, garnishment or similar process served on Bank relating to Borrower, any collateral, any guarantor, the Loan Documents or the extension of credit evidenced thereby, and (d) related to any waivers or amendments with respect thereto. Examples of such costs, taxes and fees include but are not limited to fees, taxes and costs for filing, perfecting or confirming the priority of Bank's lien, title searches, title insurance, documentary or filing taxes and fees, appraisals, environmental audits and other reviews related to Borrower, any collateral, any guarantor, the Loan Documents or the loan evidenced by the Note, if requested by Bank. Borrower will also reimburse Bank and any Purchaser for all costs of collection, including all reasonable attorneys' fees, before and after judgment, and the costs of preservation and/or liquidation of any collateral.

24. Successors; Assignment. The rights, options, powers and remedies granted in the Note and the other Loan Documents shall be binding upon Borrower and Bank and their respective successors and assigns, and shall inure to the benefit of Borrower and Bank and the successors and assigns of Bank, including without limitation any purchaser of any or all of the rights and obligations of Bank under the Note and the other Loan Documents. Borrower may not assign its rights or Obligations under the Note or any other Loan Documents without the prior written consent of Bank.

25. Disclosure. Bank may, in connection with any sale or potential sale of all or any interest in the Note and other Loan Documents, disclose any financial information Bank may have concerning Borrower to any purchaser or potential purchaser. From time to time, Bank may, in its sole discretion and without obligation to Borrower, any Guarantor or any other third party, disclose information about Borrower, the Loan Documents and loan advances hereunder to any Guarantor, surety or other accommodation party. This provision does not obligate Bank to supply any information or release Borrower from its obligation to provide such information, and Borrower agrees to keep all Guarantors, sureties or other accommodation parties advised of its financial condition and other matters which may be relevant to their obligations to Bank.

26. Notices. For purposes of the Note and the other Loan Documents, notice of any record shall be deemed delivered when the record has been (a) deposited in the United States Mail, postage pre-paid, (b) received by overnight delivery service, (c) received by telex, (d) received by telecopy, (e) received through the internet, or (f) when personally delivered.



27. **Additional Terms.** The warranties, covenants, conditions and other terms described in this Section are incorporated into the Note.

Not applicable.

28. **USA PATRIOT Act; Anti-Corruption Laws, Sanctions and Anti-Terrorism Laws.**

(a) **IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT.** To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. Bank will ask each person in a financial transaction their name, address and other information that will allow Bank to identify such person. Bank may also ask to see other documents that substantiate a person's identity.

(b) Borrower represents, warrants, covenants and agrees as follows:

(i) Borrower, each and all entities 50% or more owned, directly or indirectly, by Borrower ("**Subsidiaries**"), and their respective officers, employees, directors and agents are and at all times will remain in compliance with the following: (A) all laws, rules, and regulations of any jurisdiction applicable to Borrower or its Subsidiaries from time to time concerning or relating to bribery or corruption ("**Anti-corruption Laws**"), (B) economic or financial sanctions or trade embargoes imposed, administered or enforced from time to time by the U.S. government, including those administered by the U.S. Department of Treasury's Office of Foreign Assets Control or successor ("**OFAC**") or the U.S. Department of State or successor ("**Sanctions**"), and (C) the USA PATRIOT Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)), the Trading with the Enemy Act, as amended, or any of the foreign assets control regulations of the United States Treasury Department (31 C.F.R., Subtitle B, Chapter V) and any enabling legislation or executive order relating thereto or successor statute thereto ("**Anti-terrorism Laws**"), all as may be amended from time to time.

(ii) The loans made hereunder comply with, and neither the loans made hereunder nor the use of the proceeds thereof will violate, any Anti-corruption Laws, Sanctions or Anti-terrorism Laws.

(iii) None of Borrower, any Subsidiary or any of their respective directors, officers or employees is (A) listed in any Sanctions-related list of designated persons maintained by OFAC or the U.S. Department of State, (B) operating, organized or resident in a country or territory which is itself the subject or target of any comprehensive Sanctions ("**Sanctioned Country**"), (C) an agency, political subdivision or instrumentality of the government of a Sanctioned Country, or (D) 50% or more owned, directly or indirectly, by any of the above.

(iv) Borrower shall, and shall cause each Subsidiary to, provide such information and take such actions as are reasonably requested by Bank to assist Bank in maintaining compliance with Anti-corruption Laws, Sanctions, Anti-terrorism Laws and applicable anti-money laundering laws and regulations ("**AML Laws**"). Without limitation of the foregoing, Borrower represents and warrants that the most recent certification of beneficial ownership of any Borrower which is a "legal entity" within the scope of the ownership certification requirements of the AML Laws is true and correct as of the date of the Note; and Borrower agrees to immediately (A) notify Bank in writing of any event that results in any individual becoming or ceasing to be the beneficial owner, directly or indirectly, of 25% or more of any such "legal entity" Borrower; (B) notify Bank of any change in the individual previously identified by Borrower's representative(s) ("**Account Opener/Certifier**") as the individual who holds a significant responsibility to control, manage or direct any such "legal entity" Borrower; and (C) upon request of Bank, provide in a form acceptable to Bank an updated certification, signed by a representative of any such "legal entity" Borrower acting as an Account Opener/Certifier under regulations implemented under the AML Laws, of the beneficial ownership and control of such Borrower.

29. **Communication By Cellular Phone or Other Wireless Device.** By providing Bank with a telephone number for a cellular phone or other wireless device, including a number that Borrower later converts to a cellular number, Borrower is expressly consenting to receiving communications - including but not limited to prerecorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system - from Bank and Bank's affiliates and agents at that number. This express consent applies to each such telephone number that Borrower provides to Bank now or in the future and permits such calls for non-marketing purposes. Calls and messages may incur access fees from Borrower's cellular provider.

30. **Applicable Law and Jurisdiction; Joint Liability; Severability.** For purposes of the Note and all other Loan Documents, Borrower acknowledges that the parties are relying upon the applicability and effectiveness of federal law which preempts, or provides an alternative or alternatives to, otherwise applicable state law. Absent such federal preemption, the Note and all other Loan Documents, unless otherwise provided therein, shall be governed by and interpreted in accordance with the internal laws of the State of Washington. **BORROWER HEREBY CONSENTS TO THE EXCLUSIVE JURISDICTION OF ANY COUNTY, STATE OR FEDERAL COURT SITUATED IN THE STATE OF WASHINGTON, AND WAIVES ANY OBJECTION BASED ON FORUM NON CONVENIENS, WITH REGARD TO ANY ACTIONS, CLAIMS, DISPUTES OR PROCEEDINGS RELATING TO THIS NOTE, THE COLLATERAL, ANY OTHER LOAN DOCUMENT, OR ANY TRANSACTIONS ARISING THEREFROM, OR ENFORCEMENT AND/OR INTERPRETATION OF ANY OF THE FOREGOING.** Nothing herein shall affect Bank's rights to serve process in any manner permitted by law, or limit Bank's right to bring proceedings against Borrower in the competent courts of any other jurisdiction or jurisdictions. The Note, the other Loan Documents and any amendments thereto (regardless of when executed) shall be deemed effective and accepted only at Bank's offices, and only upon Bank's receipt of the executed originals thereof. If there is more than one Borrower, the liability of Borrowers under the Note and all other Loan Documents shall be joint and



several, and any reference to a party in the singular shall be deemed to refer to each and all such parties. Invalidation of any provision of the Note or any other Loan Document shall not affect the validity of any other provision.

31. Copies; Entire Agreement; Modification. Borrower hereby acknowledges the receipt of a copy of the Note and all other Loan Documents. Bank may, on behalf of Borrower, create a microfilm or optical disk or other electronic image of the Note and any or all of the Loan Documents. Bank may store the electronic image of such Note and Loan Documents in its electronic form and then destroy the paper original as part of Bank's normal business practices, with the electronic image deemed to be an original. To the extent permitted by law, Borrower and Bank agree that Bank may convert the Note into a "transferable record" or the equivalent thereof as defined in applicable law and that such transferable record shall be the authoritative copy of the Note. Bank, on its own behalf, may control and transfer such authoritative copy as permitted by such law.

ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, TO EXTEND CREDIT, OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.

The above notice is intended to apply to the Note and any other credit agreements now or hereafter in effect between Borrower and Bank. The Note and the Loan Documents embody the entire agreement and understanding between Borrower and Bank and supersede all prior agreements and understandings relating to the subject matter thereof. The Note or any such other credit agreement may be modified only by a written agreement signed by Borrower and Bank.

32. Waiver of Jury Trial. TO THE EXTENT PERMITTED BY LAW, BORROWER AND BANK HEREBY JOINTLY AND SEVERALLY WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING RELATING TO ANY OF THE LOAN DOCUMENTS, THE OBLIGATIONS THEREUNDER, ANY COLLATERAL SECURING THE OBLIGATIONS, OR ANY TRANSACTION ARISING THEREFROM OR CONNECTED THERETO. BORROWER AND BANK EACH REPRESENTS TO THE OTHER THAT THIS WAIVER IS KNOWINGLY, WILLINGLY AND VOLUNTARILY GIVEN.

33. Attachments. All documents attached hereto, including any appendices, schedules, riders, and exhibits to the Note, are hereby expressly incorporated by reference.

BORROWER:

CITY OF TONASKET

a/an Washington Other Unincorporated Association or Organization

By: _____
Name and Title: Alice Jeanne Attwood, Clerk-Treasurer

By: _____
Name and Title: Dennis Glynn Brown, Mayor

BORROWER ADDRESS: 209 S Whitcomb Ave, Tonasket, WA 98855

BANK:

Agreed to:
U.S. Bank National Association

By: _____
Name and Title: Eric Gomez, Officer



ORGANIZATION AUTHORIZATION FOR BORROWING AND PLEDGING ASSETS

CITY OF TONASKET

WHEREAS, the organization identified above is organized under the laws of the state of Washington, and its chief executive office is located in the state of Washington.

WHEREAS, this organization may enter into financial transactions or accommodations with U.S. Bank National Association (the "Bank") from time to time;

NOW, THEREFORE, RESOLVED, that any 2 of the representatives of this organization denoted below:

<u>Name</u>	<u>Title</u>
Alice Jeanne Attwood	Clerk-Treasurer
Dennis Glynn Brown	Mayor
_____	_____
_____	_____
_____	_____

is (are) authorized, on behalf of and in the name of this organization, (a) to borrow money from Bank from time to time in such amounts as such representative(s) shall deem advisable, and to make, execute, and deliver to Bank, from time to time, loan agreements, disbursing agreements, notes, applications for letters of credit, and other evidence of or agreements concerning such indebtedness; in such amounts with such maturities, at such rates of interest, and upon such terms and conditions as said representative(s) shall approve; (b) to pledge, assign, mortgage or otherwise grant a security interest in any or all real property, fixtures, tangible or intangible personal property, or any other assets of this organization, to execute, and deliver to Bank such security agreements, chattel mortgages, assignments, financing statements, real estate mortgages, deeds of trust, lease or rental assignments, assignments of life insurance, agreements not to encumber, or other agreements respecting any or all interests in real or personal property now owned or hereafter acquired by this organization as may be requested by Bank to secure any obligations of this organization to Bank or to secure the obligations of a third party to Bank, now existing or hereafter arising, all upon such terms and conditions as said representative(s) shall approve, and to perform such acts required of this organization in such agreements or otherwise to perfect such security interest; (c) to sell to Bank, with or without recourse, accounts, contract rights, general intangibles, instruments, documents, chattel paper, equipment, inventory, insurance policies, deposit accounts, rights in action or other personal property of this organization; (d) to endorse or assign and deliver such property to Bank, and from time to time to withdraw and make substitutions of such property, or to sell such property to third persons and cause the proceeds of such sales to be applied against the obligations of this organization to Bank; (e) to give subordinations, guaranties or other financial accommodations to Bank (it being the judgment of the governing body of this organization that any such guaranties may reasonably be expected to benefit this organization); (f) to endorse and deliver for discount with Bank, notes, certificates of deposit, bills of exchange, orders for the payment of money, chattel paper, commercial, or other business paper, howsoever drawn, either belonging to or coming into the possession of this organization; and (g) to do such other acts and things, make such other agreements, and execute and deliver such other certificates, instruments and other writings as may be required or as Bank or said representative(s) may deem appropriate in connection with any of the foregoing or the following resolutions. The approval by such representative(s) shall be conclusively evidenced by his/her/their execution of any such instrument described above.

FURTHER RESOLVED, that notwithstanding the required number of authorized representatives set forth in the foregoing, any *one* representative or designated employee or agent of this company may make requests, provide notices or otherwise act on behalf of this company in connection with advances of loan proceeds or other loan servicing matters arising out of any transaction with Bank entered into by the required number of authorized representatives set forth in the foregoing.

FURTHER RESOLVED, that the authority granted to the representatives of this organization shall continue in full force and effect, and Bank may rely thereon in dealing with such representatives, unless and until written notice sent by certified mail - return receipt requested of any change in or revocation of such authority shall be delivered to Bank to the attention of Lending Services by an authorized representative of this organization, and any action taken by said representatives and relied on by Bank pursuant to the authority granted herein prior to its receipt of such written notice shall be fully and conclusively binding on this organization. The incompetency, resignation or discharge from duty of any representative shall not revoke the authority granted to such representative hereunder until written notice thereof sent by certified mail - return receipt requested is delivered to Bank to the attention of Lending Services; and no such incompetency, resignation or discharge from duty of any representative shall affect any prior actions taken by such representative or the authority of the remaining authorized representatives to act on behalf of the organization, and Bank may rely on such continuing authority.

FURTHER RESOLVED, that the actions of any representatives of this organization heretofore taken in entering into financial transactions or accommodations with Bank for and on behalf of this organization, and in securing such obligations in any manner authorized herein, and in selling or assigning property of this organization to Bank with or without recourse, and in discounting with Bank commercial and other business paper, be and the same hereby are in all respects ratified, confirmed and approved.

FURTHER RESOLVED, that Bank may rely upon the actions, signatures or authorizations of any person purporting to be an authorized representative of this organization, whether or not such person is so authorized; and that this organization agrees to indemnify Bank against any and all such reliance.



FURTHER RESOLVED, that all prior authorizations of this organization authorizing the borrowing of money from Bank and the securing thereof, be and they hereby are rescinded and superseded as to all borrowings from Bank and security transactions with respect thereto effected after the date of adoption of these resolutions.

The undersigned hereby certify and warrant as follows:

1. The undersigned are all of the representatives of the organization. The organization is a validly existing organization in good standing, and has not been dissolved or reconstituted.
2. The resolutions/authorizations contained herein are hereby adopted by the undersigned on behalf of the organization.
3. The undersigned warrant that such resolutions/authorizations contained herein do not violate or conflict with the terms of any organization agreements of this Organization, as amended (the "Organization Agreement"), or any other agreements affecting the Organization or any of its representatives.
4. A certified copy of the organizational documents for this Organization have been delivered to Bank or will be delivered to Bank including a true, correct and complete copy of the Organization Agreement, including all amendments; and the Organization Agreement is presently in full force and effect. Copies of all subsequent amendments to the Organization Agreement will be delivered to Bank immediately after adoption.
5. Each representative hereby appoints each of the other representatives as his or her agent for service of process on the organization.
6. The signatures of the representatives below shall also constitute specimen signatures for the individuals authorized to act on behalf of the organization, and the undersigned certify that such signatures are true and correct.

Dated as of _____.

Authorization by Representatives

The undersigned are all of the representatives of the organization who are required to provide the above-described authorizations or who are authorized in this resolution to act on behalf of the organization.

Name and Title: Alice Jeanne Attwood, Clerk-Treasurer

Name and Title: Dennis Glynn Brown, Mayor

Printed Name and Title: _____

Printed Name and Title: _____

Printed Name and Title: _____

Printed Name and Title: _____

Printed Name and Title: _____



DISCLAIMER: The figures in this schedule are based on several assumptions pertaining to loan terms, funding and repayment and are for illustrative purposes only. For example, this amortization schedule assumes that all payments are made in a specified amount on exactly the date due (not early or late). U.S. Bank does not guarantee the accuracy of these figures or the applicability of these figures to your circumstances. We encourage you to seek advice from qualified professionals regarding all finance issues. This document does not constitute a contract or commitment to lend by U.S. Bank. Neither this document nor any discussions relative to this document shall create any legal rights or obligations, implicit or explicit, in favor of any party. Any extension of credit by U.S. Bank requires credit approval and is not binding unless evidenced by loan documentation signed by all parties.

SPECIAL DISCLAIMER FOR ADJUSTABLE RATE LOANS: The amortization schedule below assumes that the interest rate will not change. If the agreed upon interest rate on the loan is an adjustable rate which is scheduled to be periodically reset during the term of the note, the schedule is subject to change. If the interest rate increases, your scheduled payment will be increased to maintain the amortization schedule upon which the initial payment amount was based, and the principal reduction schedule may change. If the interest rate decreases, your scheduled payment will be decreased to maintain the amortization schedule upon which the initial payment amount was based, and the principal reduction schedule may change.

Summary Information:

Amortization Schedule:	Combined Principal and Interest – Fully Amortized	Loan Amount:	\$98,000.00
Note Date/Interest Start Date/Advance Date:	10/30/2019	Maturity Date:	11/30/2026
Accrual Basis:	Actual/360	Number of Payments to Maturity:	84
Interest Rate:	3.63 %		
Finance Charge:	\$13,674.64	Total Payments:	\$111,674.64
Date of First Payment:	12/31/2019	Payment Frequency:	Monthly
Payment Amount:	\$1,329.46	Final Payment Amount:	\$1,329.46

Payment Detail:

Payment Number	Payment Date	Elapsed Days	Payment Total	Interest Payment	Principal Payment	Principal Balance
1	12/31/2019	62	\$1,329.46	\$612.66	\$716.80	\$97,283.20
2019 Totals:			\$1,329.46	\$612.66	\$716.80	

Payment Number	Payment Date	Elapsed Days	Payment Total	Interest Payment	Principal Payment	Principal Balance
2	1/31/2020	31	\$1,329.46	\$304.09	\$1,025.37	\$96,257.83
3	2/29/2020	29	\$1,329.46	\$281.47	\$1,047.99	\$95,209.84
4	3/31/2020	31	\$1,329.46	\$297.61	\$1,031.85	\$94,177.99
5	4/30/2020	30	\$1,329.46	\$284.89	\$1,044.57	\$93,133.42
6	5/31/2020	31	\$1,329.46	\$291.12	\$1,038.34	\$92,095.08
7	6/30/2020	30	\$1,329.46	\$278.59	\$1,050.87	\$91,044.21
8	7/31/2020	31	\$1,329.46	\$284.59	\$1,044.87	\$89,999.34
9	8/31/2020	31	\$1,329.46	\$281.32	\$1,048.14	\$88,951.20
10	9/30/2020	30	\$1,329.46	\$269.08	\$1,060.38	\$87,890.82
11	10/31/2020	31	\$1,329.46	\$274.73	\$1,054.73	\$86,836.09
12	11/30/2020	30	\$1,329.46	\$262.68	\$1,066.78	\$85,769.31
13	12/31/2020	31	\$1,329.46	\$268.10	\$1,061.36	\$84,707.95
2020 Totals:			\$15,953.52	\$3,378.27	\$12,575.25	

Payment Number	Payment Date	Elapsed Days	Payment Total	Interest Payment	Principal Payment	Principal Balance
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14	1/31/2021	31	\$1,329.46	\$264.78	\$1,064.68	\$83,643.27
15	2/28/2021	28	\$1,329.46	\$236.15	\$1,093.31	\$82,549.96
16	3/31/2021	31	\$1,329.46	\$258.04	\$1,071.42	\$81,478.54
17	4/30/2021	30	\$1,329.46	\$246.47	\$1,082.99	\$80,395.55
18	5/31/2021	31	\$1,329.46	\$251.30	\$1,078.16	\$79,317.39
19	6/30/2021	30	\$1,329.46	\$239.94	\$1,089.52	\$78,227.87
20	7/31/2021	31	\$1,329.46	\$244.53	\$1,084.93	\$77,142.94
21	8/31/2021	31	\$1,329.46	\$241.14	\$1,088.32	\$76,054.62
22	9/30/2021	30	\$1,329.46	\$230.07	\$1,099.39	\$74,955.23
23	10/31/2021	31	\$1,329.46	\$234.30	\$1,095.16	\$73,860.07
24	11/30/2021	30	\$1,329.46	\$223.43	\$1,106.03	\$72,754.04
25	12/31/2021	31	\$1,329.46	\$227.42	\$1,102.04	\$71,652.00

2021 Totals: \$15,953.52 \$2,897.57 \$13,055.95

Payment Number	Payment Date	Elapsed Days	Payment Total	Interest Payment	Principal Payment	Principal Balance
26	1/31/2022	31	\$1,329.46	\$223.97	\$1,105.49	\$70,546.51
27	2/28/2022	28	\$1,329.46	\$199.18	\$1,130.28	\$69,416.23
28	3/31/2022	31	\$1,329.46	\$216.98	\$1,112.48	\$68,303.75
29	4/30/2022	30	\$1,329.46	\$206.62	\$1,122.84	\$67,180.91
30	5/31/2022	31	\$1,329.46	\$210.00	\$1,119.46	\$66,061.45
31	6/30/2022	30	\$1,329.46	\$199.84	\$1,129.62	\$64,931.83
32	7/31/2022	31	\$1,329.46	\$202.97	\$1,126.49	\$63,805.34
33	8/31/2022	31	\$1,329.46	\$199.44	\$1,130.02	\$62,675.32
34	9/30/2022	30	\$1,329.46	\$189.59	\$1,139.87	\$61,535.45
35	10/31/2022	31	\$1,329.46	\$192.35	\$1,137.11	\$60,398.34
36	11/30/2022	30	\$1,329.46	\$182.70	\$1,146.76	\$59,251.58
37	12/31/2022	31	\$1,329.46	\$185.21	\$1,144.25	\$58,107.33

2022 Totals: \$15,953.52 \$2,408.85 \$13,544.67

Payment Number	Payment Date	Elapsed Days	Payment Total	Interest Payment	Principal Payment	Principal Balance
38	1/31/2023	31	\$1,329.46	\$181.63	\$1,147.83	\$56,959.50
39	2/28/2023	28	\$1,329.46	\$160.82	\$1,168.64	\$55,790.86
40	3/31/2023	31	\$1,329.46	\$174.39	\$1,155.07	\$54,635.79
41	4/30/2023	30	\$1,329.46	\$165.27	\$1,164.19	\$53,471.60
42	5/31/2023	31	\$1,329.46	\$167.14	\$1,162.32	\$52,309.28
43	6/30/2023	30	\$1,329.46	\$158.24	\$1,171.22	\$51,138.06
44	7/31/2023	31	\$1,329.46	\$159.85	\$1,169.61	\$49,968.45
45	8/31/2023	31	\$1,329.46	\$156.19	\$1,173.27	\$48,795.18
46	9/30/2023	30	\$1,329.46	\$147.61	\$1,181.85	\$47,613.33
47	10/31/2023	31	\$1,329.46	\$148.83	\$1,180.63	\$46,432.70
48	11/30/2023	30	\$1,329.46	\$140.46	\$1,189.00	\$45,243.70
49	12/31/2023	31	\$1,329.46	\$141.42	\$1,188.04	\$44,055.66

2023 Totals: \$15,953.52 \$1,901.85 \$14,051.67

Payment Number	Payment Date	Elapsed Days	Payment Total	Interest Payment	Principal Payment	Principal Balance
50	1/31/2024	31	\$1,329.46	\$137.71	\$1,191.75	\$42,863.91
51	2/29/2024	29	\$1,329.46	\$125.34	\$1,204.12	\$41,659.79
52	3/31/2024	31	\$1,329.46	\$130.22	\$1,199.24	\$40,460.55
53	4/30/2024	30	\$1,329.46	\$122.39	\$1,207.07	\$39,253.48
54	5/31/2024	31	\$1,329.46	\$122.70	\$1,206.76	\$38,046.72
55	6/30/2024	30	\$1,329.46	\$115.09	\$1,214.37	\$36,832.35
56	7/31/2024	31	\$1,329.46	\$115.13	\$1,214.33	\$35,618.02

57	8/31/2024	31	\$1,329.46	\$111.34	\$1,218.12	\$34,399.90
58	9/30/2024	30	\$1,329.46	\$104.06	\$1,225.40	\$33,174.50
59	10/31/2024	31	\$1,329.46	\$103.70	\$1,225.76	\$31,948.74
60	11/30/2024	30	\$1,329.46	\$96.64	\$1,232.82	\$30,715.92
61	12/31/2024	31	\$1,329.46	\$96.01	\$1,233.45	\$29,482.47

2024 Totals: \$15,953.52 \$1,380.33 \$14,573.19

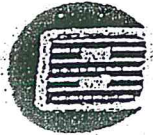
Payment Number	Payment Date	Elapsed Days	Payment Total	Interest Payment	Principal Payment	Principal Balance
62	1/31/2025	31	\$1,329.46	\$92.16	\$1,237.30	\$28,245.17
63	2/28/2025	28	\$1,329.46	\$79.75	\$1,249.71	\$26,995.46
64	3/31/2025	31	\$1,329.46	\$84.38	\$1,245.08	\$25,750.38
65	4/30/2025	30	\$1,329.46	\$77.89	\$1,251.57	\$24,498.81
66	5/31/2025	31	\$1,329.46	\$76.58	\$1,252.88	\$23,245.93
67	6/30/2025	30	\$1,329.46	\$70.32	\$1,259.14	\$21,986.79
68	7/31/2025	31	\$1,329.46	\$68.73	\$1,260.73	\$20,726.06
69	8/31/2025	31	\$1,329.46	\$64.79	\$1,264.67	\$19,461.39
70	9/30/2025	30	\$1,329.46	\$58.87	\$1,270.59	\$18,190.80
71	10/31/2025	31	\$1,329.46	\$56.86	\$1,272.60	\$16,918.20
72	11/30/2025	30	\$1,329.46	\$51.18	\$1,278.28	\$15,639.92
73	12/31/2025	31	\$1,329.46	\$48.89	\$1,280.57	\$14,359.35

2025 Totals: \$15,953.52 \$830.40 \$15,123.12

Payment Number	Payment Date	Elapsed Days	Payment Total	Interest Payment	Principal Payment	Principal Balance
74	1/31/2026	31	\$1,329.46	\$44.88	\$1,284.58	\$13,074.77
75	2/28/2026	28	\$1,329.46	\$36.91	\$1,292.55	\$11,782.22
76	3/31/2026	31	\$1,329.46	\$36.83	\$1,292.63	\$10,489.59
77	4/30/2026	30	\$1,329.46	\$31.73	\$1,297.73	\$9,191.86
78	5/31/2026	31	\$1,329.46	\$28.73	\$1,300.73	\$7,891.13
79	6/30/2026	30	\$1,329.46	\$23.87	\$1,305.59	\$6,585.54
80	7/31/2026	31	\$1,329.46	\$20.59	\$1,308.87	\$5,276.67
81	8/31/2026	31	\$1,329.46	\$16.49	\$1,312.97	\$3,963.70
82	9/30/2026	30	\$1,329.46	\$11.99	\$1,317.47	\$2,646.23
83	10/31/2026	31	\$1,329.46	\$8.27	\$1,321.19	\$1,325.04
84	11/30/2026	30	\$1,329.46	\$4.01	\$1,325.45	(\$0.41)

2026 Totals: \$14,624.06 \$264.30 \$14,359.76

Final Totals: \$111,674.64 \$13,674.23 \$98,000.41



BOZCO CONSTRUCTION, LLC

BID PROPOSAL

DATE: 10/24/2019

PROJECT: Replace the Roofing at Public Works Shop Bldg.

SITE ADDRESS: Tonasket, WA

ATTENTION: Darren Johnson

Bozco Construction, LLC will do this job based on specs provided by the owner of this property. Bozco construction may have to charge additional time and material in case we discover some hidden damage.

Total lump sum, including the prevailing rates.....\$144, 000.00

Excluded: permit fees, sales tax.

Prepared by: Pete Bozin – managing member

CITY OF TONASKET, WASHINGTON

**CITY COUNCIL RULES OF
PROCEDURE and ETHICS
HANDBOOK**



1. Council Meetings - Time and Location
2. Council Meetings - Open to the Public - Executive Sessions
3. Special Council Meetings
4. Study Sessions and Workshops
5. Presiding Officer
6. Quorum
7. Attendance
8. Council Meeting Agenda
9. Consent Agenda
10. Department Heads
11. City Clerk
12. Decorum
13. Duties of Presiding Officer of the Council
14. Council Relationship with Mayor and Staff
15. Appearance of Fairness
16. Dissents and Protests
17. Appointment of Boards and Commissions
18. Interference-Mayor-Council
19. Motions
20. Order of Business
21. Actions for Public Hearings
22. Voting
23. Council Standing Committees
24. Enacted Ordinances – Resolutions -Motions
25. Resolutions
26. Ordinances
27. Complaints and Suggestions to Council
28. Administrative Complaints Made Directly to Individual Councilmembers
29. Filling Council Vacancies
30. Photographs, Motion Pictures, Video Tapes, Artificial Illumination
31. Audio Recording of Meetings
32. Council Compensation
33. Waiver of Rules
34. Amendment of Rules

The City of Tonasket operates as a non-charter code city with a Mayor-Council form of government, as outlined in RCW 35A.12. These rules of procedure set forth herein are adopted for the benefit of the members of the City Council to assist in the orderly conduct of Council business.

1. COUNCIL MEETINGS - TIMES AND LOCATIONS

All regular meetings of the City Council convening for the purpose of taking action upon city business shall be held on the 2nd and 4th Tuesdays of each month, except for the month of December, only one meeting will be held on the second Tuesday of the month, in the City Hall Council Chambers or other time or location as established by ordinance. Council meetings shall ~~shall~~ **will** begin at 7 p.m. and adjourn no later than 9 p.m. No meeting shall ~~shall~~ **will** be permitted to last beyond 9 p.m. without consensus of a majority of the Councilmembers present. A new time limit must be established before taking a Council vote to extend the meeting. In the event a meeting has not been closed or continued by Council the items not acted on shall ~~shall~~ **will** be deferred to the next regular meeting, **or special meeting** unless the Council, by majority vote of members present, determines otherwise.

Committee members do not make final decisions on legislative issues, but only make recommendations to the full Council **unless authorized in advance**.

In the event that a scheduled Council meeting falls on a legal holiday, the meeting shall be held at 7 p.m. on the first business day following the holiday.

The City Clerk's office shall notify the public of meeting cancellations pursuant to Chapter 42.30 RCW, the state's Open Public Meetings Act.

2. COUNCIL MEETINGS - OPEN TO THE PUBLIC - EXECUTIVE SESSIONS

All meetings of the City Council shall be open to the public, except as provided for in RCW 42.30.110 or RCW 42.30.140. Executive Sessions are specifically exempted from the Open Public Meetings Act. Such meetings are closed except to the Council, Mayor, and authorized staff members and consultants authorized by the Mayor or a majority of the Council. The public is restricted from attendance. Executive Sessions may be held during regular or special Council meetings. Executive Session subjects are limited to considering matters authorized by state law, as set forth in RCW 42.30.110 or RCW 42.30.140 or any other relevant chapter of the Revised Code of Washington.

Before convening an Executive Session, the Mayor shall announce the purpose of the meeting, the expected length of time of the meeting and the potential action by the Council when it reconvenes. Should the session require more time, ~~a public~~ an announcement shall be made, **at the entrance of the Council Room**, extending the meeting for a time certain. At the end of that time, if the discussion has not concluded, the meeting shall by public announcement again be extended to a time certain.

~~Executive Sessions shall begin and end in accordance with state law.~~

The Mayor and Councilmembers must keep confidential all written materials and verbal information provided to them during Executive Session to insure that the City's position is not compromised. Confidentiality also includes information provided to Councilmembers outside Executive Sessions when the information is considered to be exempt from disclosure under the Revised Code of Washington.

Pursuant to RCW 35A.12.120, providing for the City Council the ability to make its own rules, Councilmembers who have a conflict of interest or the appearance (how is this judged?) of a conflict of interest related to an Executive Session item must recuse themselves from the session and leave the room. A City Councilmember should use the officially adopted Ethics Handbook for Elected Officials or any other relevant City code, policy or state policy or statutory authority as guidance to assess a conflict of interest or any issue in which there may be the appearance of a conflict of interest. A Councilmember may participate in that portion of an executive session not related to the item in which they have a conflict of interest or the appearance of a conflict of interest.

Should the City Council deem that a member of the Council has a conflict of interest or the appearance of a conflict of interest and the member refuses to recuse themselves from the session, a majority of the Councilmembers present may vote to exclude that member from that specific portion of the session in which they have said conflict or the appearance of said conflict. The Councilmember who has made a motion to exclude a Councilmember from an executive session should clearly state the reason for the conflict of interest or the appearance of a conflict of interest. (This vote would be taken prior to the executive session).

3. SPECIAL COUNCIL MEETINGS

RCW 35A.12.110 and RCW 42.30 (Open Meetings Act) in part specifies public announcement and openness requirements concerning Council meetings. Therefore, the City Council requires that notification of Special meetings be made as follows: The Mayor or any three Councilmembers may call a Special meeting giving 24-hour notice. A meeting notification package that includes place, time, agenda and supporting materials to be discussed and/or acted upon by the Council shall **may** be posted on the City's website and delivered by any reasonable means or method, including e-mail or telephone notification. ~~Councilmembers shall provide the City Clerk with confirmation that they have received the meeting notification package through email receipt or verbal confirmation. Failure to obtain confirmation from all five Councilmembers will not prevent Special meetings from being conducted; however, final decisions on issues should only be made or concluded at the special meeting if all five Councilmembers confirm that they received the meeting notification, unless the Special meeting is called to deal with an emergency involving injury or damage to persons or property or the likelihood of such injury or damage. Reasonable means available to notify the public of a Special meeting will be used including daily newspapers, radio, and city website. Notice to the public shall be given as required by law.~~

4. STUDY SESSIONS- WORKSHOPS

Regular or Special Council meetings, or a portion thereof, may be designated as Study Sessions or Workshops by the Mayor. Study Sessions and Workshops need have no formal agenda and may be conducted informally. Study sessions and Workshops are subject to the regulations of the Open Public Meetings Act. The minutes need only reflect the names of members and staff present and a brief description of the topic. No motions shall be entertained or votes taken at a Study Session or Workshop. The purpose of Study Sessions is to allow Councilmembers to be made aware of impending business and to allow informal discussion of issues that might be acted on at a future meeting. The purpose of Workshops is to allow Councilmembers to do concentrated preliminary work with administration on single subject but time consuming complex matters (i.e., budget, complex legislation or reports, etc.).

5. PRESIDING OFFICER- MAYOR - MAYOR PRO TEMPORE

The Mayor shall act as the presiding officer at meetings of the Council and shall be recognized as the executive and administrative head of the City, as per RCW 35A.12.100. In the absence of

the Mayor, the Mayor Pro Tempore shall act as the presiding officer at meetings of the Council. The Mayor Pro Tempore shall be elected by a majority vote of the Council from its own membership at the first meeting or a meeting soon thereafter after each general election and thereafter at such times as a vacancy occurs. The Mayor Pro Tempore shall hold office at the pleasure of the Council. In the absence of both the Mayor and the Mayor Pro Tempore, the Council shall appoint one of its members to act as the temporary presiding officer. Neither the appointment nor service of a member of the Council as Mayor Pro Tempore or temporary presiding officer shall abridge that individual's right to vote upon all questions coming before the Council. The appointment of a Mayor Pro Tem Tem will be decided on an annual basis at the discretion of the Mayor and Council.

In the event that the Mayor is incapacitated or the office shall become vacant RCW 35A.12.050 shall apply.

6. QUORUM

Per RCW 35A. 12.120, at all meetings of the Council, three Councilmembers, who are present and eligible to vote, shall constitute a quorum for the transaction of business. **However**, the passage of any ordinance, grant or revocation of franchise or license, and any resolution for the payment of money shall require the affirmative vote of a majority (3 members) of the entire Council.

7. ATTENDANCE

A. REMOTE PARTICIPATION

A Councilmember may participate remotely in all or part of a Council meeting under limited circumstances, and if:

1. Reasonable notice is given.
2. All persons participating in the meeting are able to hear each other at the same time, such as the use of a speakerphone, Skype or other electronic or digital communication device.
3. The Councilmember participating remotely ~~shall have reviewed all of the applicable material and participated in the relevant portion of the Council meeting related to the topic to which the Councilmember is voting on.~~ Any technical prohibitions or difficulties that prevent all parties present at the Council meeting from adequately communicating with one another will negate any authorization previously given by the ~~Mayor/Council~~.

B. EXCUSED ABSENCES

RCW 35 A. 12.060 provides that a Councilmember shall forfeit his/her office by failing to attend three consecutive regular meetings of the Council without being excused by the Council. Members of the Council may be so excused by complying with this section. The member shall contact the Mayor prior to the meeting. If the member is unable to contact the Mayor, the member shall contact a Councilmember or the City Clerk who shall convey the message to the **Mayor and Council**. Following roll call, the Mayor shall inform the Council of the member's absence, state the reason for the absence, and inquire if there is a motion to excuse the member. ~~This motion shall be non-debatable.~~ Upon passage of such motion by a majority of Councilmembers present, the member shall be considered excused and the Clerk will make an appropriate notation in the minutes. (~~define non-debatable~~)

8. COUNCIL MEETING AGENDA

The City Clerk shall arrange a list of proposed matters according to the order of business and prepare an preliminary agenda. Proposed matters may be submitted by the Mayor,

Councilmembers, and Department Heads. A single Councilmember may submit a Committee agenda item to the Mayor or City Clerk. ~~Items requiring Council action, other than emergency actions, which have not been previously reviewed by the appropriate Committee, must be approved by a majority of Councilmembers at the beginning of the meeting.~~

Every effort will be made to have the final agenda ~~shall~~ **will** be completed by 3:00 p.m. on the Friday preceding the regular Council meeting. Notice ~~shall~~ **will** be furnished on the City website and the agenda distribution email list. Final agenda packets, complete with all necessary information for the Council, ~~shall~~ **should** be available by 4 pm the Friday preceding a regular Council meeting.

~~Full~~ Agenda packets will be available at www.tonasketcity.org.

9. CONSENT AGENDA

Council Committees may recommend that certain items ~~that have been previously discussed by the Council~~ that are so routine and non-controversial that passage without discussion is likely, be placed on the consent agenda. The proper Council motion on the consent agenda is as follows: "I move adoption of the consent agenda". This motion shall be non-debatable, and upon affirmative vote of three Councilmembers, ~~will~~ have the effect of moving to adopt all items on the consent agenda. Prior to the vote to approve the consent agenda, a Councilmember may request of the Mayor or presider of the meeting to remove an item. This is non-debatable. If any matter is withdrawn, the remainder of the consent agenda may be voted on. The Mayor shall place the withdrawn item for separate consideration at an appropriate place on the current agenda or move it to a future meeting.

10. DEPARTMENT HEADS

Department Heads or his/her designee shall attend a Council meeting at least once per month, unless excused by the Mayor or the Council. The Department Head shall recommend measures for adoption; prepare and submit required reports; keep the Council and Mayor fully advised of the affairs of the City; and take part in Council discussions involving the welfare of the City, as stated and defined by the Tonasket Municipal Code.

11. CITY CLERK

The City Clerk, Deputy Clerk or Utility Clerk or other Mayoral designee shall be the ex-officio Clerk of the Council and shall keep minutes as required by law, and shall perform such other and further duties in the meeting as may be required by the Council, and/or Mayor. The City Clerk shall keep minutes which identify the general discussion of the issue and complete detail of the official action or consensus reached, if any. The Clerk shall record the proceedings of all public hearings and shall keep and make available an index to the contents of each recording. The recordings shall be under the protection of the City Clerk.

12. DECORUM

The City Council will treat City staff and members of the public with a high level of professionalism and respect, and Councilmembers require City staff and members of the public to extend the same courtesy. ~~(See Section 24)~~ Differences of opinion, values, and perspectives are expected, and it is essential the atmosphere and tone of Council meetings be professional and respectful, to foster public trust, confidence, and participation by citizens.

Personal attacks, insults, interruptions, inflammatory language, and profanity are not permitted. Nor are remarks that disparage groups or individuals because of race, religion, sexual orientation, age, or gender. RCW 42.30.050

Any member of the body may rise to a point of order if he/she feels this section is being violated. The chair can rule to uphold or decline the point of order, and the body, by a majority vote, may override the chair.

Councilmembers have the primary responsibility to assure that these guidelines are understood and followed, so that the public can have full confidence in the integrity of their local government. These guidelines are intended to be self-enforcing, thereby requiring an ongoing commitment by Councilmembers to faithfully honor the trust and dignity bestowed upon them as elected leaders and community role models.

13. FORMS OF ADDRESS

~~The Mayor shall be addressed as "Mayor (surname)" or "Your Honor". Members of the Council shall be addressed as "Councilmember (surname)". Council shall endeavor to address staff in a formal manner, i.e. "Director (surname)" or "Mr./Mrs./Ms. (Surname)".~~

14. SEATING ARRANGEMENT

~~Councilmembers shall occupy the respective seats in the Council Chambers according to elected position number.~~

13. DUTIES OF THE PRESIDING OFFICER OF THE COUNCIL

It shall be the duty of the Mayor, Mayor Pro Tempore or the temporary Presiding Officer to:

- (a) Call the meeting to order and conduct a roll call of attendance.
- (b) Inform the Council of a member's absence, state the general reason for the absence, and inquire if there is a motion to excuse the member.
- (c) Keep the meeting to its order of business.
- (d) State each motion and require a second to the motion. Put all motions to a vote and announce the outcome.
- (e) Handle discussion in an orderly way.
- (f) Give every Councilmember who wishes an opportunity to speak. No Councilmember may speak twice until every Councilmember who wishes to speak has spoken. The Chair shall attempt to give pro and con speakers alternating opportunities to speak when possible or practical.
- (g) Permit audience participation at appropriate times.
- (h) Keep all speakers to the rules and the ~~questions.~~ **issues.**
- (i) Appoint committees when authorized to do so.

The Mayor, Mayor Pro Tempore or temporary Presiding Officer shall have the authority to preserve order at all meetings of the Council, to cause removal of any person from any meeting for disorderly conduct and to enforce the rules of the Council.

14. COUNCIL RELATIONSHIP WITH MAYOR, ADMINISTRATION, AND STAFF

The Council as a whole exercises the policy and legislative functions of city government. The

Mayor exercises the executive and administrative functions directly or through the City Clerk as per RCW 35A.12.100. It is the Mayor's authority and responsibility to establish policies regarding the relationship and interactions between Council and Staff. Councilmembers should familiarize themselves with City documents online and when possible minimize requests from staff. Council shall not make information requests of staff outside the policies set forth by the Mayor.

Councilmembers should expect timely information from staff in matters related to their public duties; however, other than legislative action taken by the Council as a whole, individual Councilmembers shall not interfere with the operating rules and practices of any City department or employee.

Concerns about the performance of any City employee, whether a personal concern or a citizen complaint, shall be directed privately to the Mayor. Alternatively, three Councilmembers may request an executive session to discuss the performance of an employee. (check this)

15. APPEARANCE OF FAIRNESS DOCTRINE - DEFINITION AND APPLICATION

The appearance of fairness doctrine is a rule of law that requires government decision-makers to conduct non-court hearings and proceedings in a way that is fair and unbiased in both appearance and in fact. The Appearance of Fairness Doctrine applies only to those actions of the Council which are quasi-judicial in nature. Quasi-judicial actions are defined as actions of the City Council which determine the legal rights, duties, or privileges of specific parties in a hearing or other contested proceeding. Quasi-judicial actions do not include the legislative actions adopting, amending or revising comprehensive, community, or neighborhood plans or other land use planning documents or the adoption of area-wide zoning ordinances or the adoption of a zoning amendment that is of area-wide significance. RCW 42.36.010.

Councilmembers should recognize that the Appearance of Fairness Doctrine does not require establishment of a conflict of interest, but whether there is an appearance of conflict of interest to the average person. This may involve the Councilmember, a Councilmember's business associate, or a member of the Councilmember's immediate family. It could involve ex parte communications, ownership of property in the vicinity, business dealings with the proponents or opponents before or after the hearing, business dealings of the Councilmember's employer with the proponents or opponents, announced predisposition, and the like. Prior to any quasi-judicial hearing, each Councilmember should give consideration to whether a potential violation of the Appearance of Fairness Doctrine exists. If the answer is in the affirmative, no matter how remote, the Councilmember shall **may** disclose such facts to the City Clerk who will seek the opinion of the City Attorney as to whether a potential violation exists. The City Clerk shall **may** communicate such opinion to the Councilmember and to the Mayor.

Anyone seeking to disqualify a Councilmember from participating in a decision on the basis of a violation of the Appearance of Fairness Doctrine must raise the challenge as soon as the basis for disqualification is made known, or reasonably should have been made known, prior to the issuance of the decision. Upon failure to do so, the Doctrine may not be relied upon to invalidate the decision. The party seeking to disqualify a Councilmember shall state with specificity the basis for disqualification; for example, demonstrated bias or prejudice for or against a party to the proceedings, a monetary interest in the outcome of the proceedings, pre-judgment of the issue prior to hearing the facts on the record, or ex parte contact. Should such challenge be made prior to the hearing, the City Clerk shall **may** direct the City Attorney to interview the Councilmember and render an opinion as to the likelihood that an Appearance of Fairness violation would be sustained in Superior Court. Should such challenge be made in the course of a quasi-judicial

hearing, the Mayor shall ~~may~~ call a recess to permit the City Attorney to make such interview and render such opinion.

The Mayor or two or more Councilmembers shall ~~may have authority to~~ request a Councilmember to excuse himself/herself on the basis of an Appearance of Fairness violation. In arriving at this decision, the Mayor or other Councilmembers shall give due regard to the opinion of the City Attorney.

Notwithstanding the request of the Mayor or other Councilmembers the Councilmember may participate in the proceeding.

Specific Statutory Provisions:

(a) Candidates for the City Council may express their opinions about pending or proposed quasi-judicial actions while campaigning as per RCW 42.36.040, except that sitting Councilmembers shall not express their opinions on any such matter which may come before the Council.

(b) A candidate for the City Council who complies with all provisions of applicable public disclosure and ethics laws shall not be limited under the Appearance of Fairness Doctrine from accepting campaign contributions to finance the campaign, including outstanding debts. RCW 42.36.050.

(c) During the pendency of any quasi-judicial proceedings, no Councilmember may engage in ex parte (outside the hearing) communication with proponents or opponents about a proposal involved in the pending proceeding, unless the Councilmember:

(1) places on the record the substance of such oral or written communications; and

(2) provided that a public announcement of the content of the communication and of the parties' right to rebut the substance of the communication shall be made at each hearing where action is taken or considered on the subject. This does not prohibit correspondence between a citizen and his/her elected official if the correspondence is made a part of the record, when it pertains to the subject matter of a quasi-judicial proceeding. RCW 42.36.060

16. DISSENTS AND PROTESTS

Any Councilmember shall have the right to express dissent from or protest against any motion, ordinance or resolution of the Council and have the reason therefore entered in the minutes.

17. APPOINTMENTS OF BOARDS AND COMMISSIONS

Scheduled and end-of-term vacancies on Boards and Commissions shall be advertised for a period of two weeks via all relevant City communication channels, inviting application by residents no more than 60 days nor less than 45 days prior to the date upon which such vacancy is to be filled.

Unscheduled vacancies will be filled as soon as practically possible after being advertised via all relevant City communication channels for at least two consecutive weeks. The Mayor shall ~~may~~

bring at least one qualified candidate to the full Council for confirmation **if required by City Code or state law**. Failing confirmation, **if required**, of the first candidate the Mayor may present additional candidates until such time as confirmation is forth coming. Should all qualified applicants fail confirmation, the Council may require that the vacancy be re-posted in the newspaper.

~~20. APPOINTMENTS OF DEPARTMENT HEADS AND SUPERVISORY PERSONNEL~~

~~All open positions shall be advertised in the official newspaper of the City and all relevant City communication channels for two consecutive weeks. The mayor shall bring at least one qualified candidate to the full Council for confirmation by a majority of Councilmembers. All appointments will be selected following established laws, rules, and regulations relative to civil service and other lawful hiring practices.~~

18. INTERFERENCE - MAYOR - COUNCIL

The Separation of Powers Doctrine requires that the Mayor will not direct Councilmembers in the performance of their duties nor make assignment of tasks unless such tasks are specifically directed and identified by RCW. The Doctrine also requires that the Council and any committee thereof limit their correspondence with City Officials and Employees to activities of inquiry ensuring they do not direct work activities. If the inquiry from a Councilmember will cause extra effort or create substantial work, the inquiry shall be made in writing to the Mayor who will assign the inquiry appropriately. Removal of appointive and direct hire personnel is not within the authority of the Council. Both the Council and the Mayor have equal access to the contract attorney; however, reasonable efforts should first be made to resolve legal questions utilizing staff and/or services provided by organizations such as MRSC and AWC. Nothing herein shall be construed to prohibit the Council, while in Executive session, from fully and freely discussing with the Mayor and/or City Clerk anything pertaining to appointments and removals of City officers and employees. RCW 42.30.110(g).

~~22. RULES OF ORDER~~

~~Rules of order not specified by statute, ordinance or resolution shall be governed by Robert's Rules of Order. (newly revised 11th edition.) Any Councilmember or attending staff member may raise a point of order if he/she believes a procedural error has been made. The member states, "I rise to a point of order." The chair will ask the member to "State your point." The chair shall decide whether or not a procedural error was made; however, his/her decision may be appealed by Council.~~

19. MOTIONS

All items of business placed before the Council that requires the expenditure of Council and/or administration resources shall be in the form of an affirmative motion. Affirmative motions are preferred to prevent "approval by default" of a failed motion.

20. ORDER OF BUSINESS

The business of all regular meetings of the Council shall **may** be transacted as follows: provided however, the Mayor **and/or the Council** may during a Council meeting, rearrange items on the agenda to conduct the business before the Council more expeditiously.

(a) Call to order

(b) Pledge of allegiance

- (c) Roll call (~~see Section 7 for procedure to excuse absence~~)
- (d) Approval of agenda
- (e) Public Comment
- (f) Public Hearing (if Applicable)
- (g) Reports (such as Kurt Danison or Engineers) or Presentations
- (h) Unfinished Business
- (i) Department Head Reports (when applicable)
- (j) Mayor/Council/Committee Reports
- (k) New Business
- (l) Miscellaneous and Correspondence
- (m) Consent Agenda (When applicable)
- (n) Executive Session (as required) Note: Executive Session may be held at another point in the meeting as appropriate, per direction of Council or Mayor.

PUBLIC COMMENT

All public comments shall be made to the Council as a whole. Any person making personal, impertinent, or slanderous remarks, or who becomes boisterous, threatening or personally abusive while addressing the Council, shall be requested to leave the meeting by the chair. Councilmembers may override the chair's decision by a majority vote.

Any group of three (3) or more persons representing the same position on an issue shall designate a spokesperson who shall limit his/her comments to three (3) minutes.

All comments by the public shall ~~will~~ be made from the speaker's rostrum, **if possible, at the front of the Council room directly addressing the Council**, and any individual making comments shall first give their name and address for the record.

~~**PUBLIC COMMENTS – AGENDA ITEMS**~~

All Comments by the public **regarding items on the agenda** will be made ~~in front of the dais~~, **in front of audience area (if possible) directing comments to the Council**, and any individual making comments will first give their name and address for the record, and limit their remarks to three (3) minutes. The procedure for Public comments regarding subjects on the current agenda will be as follows;

~~(a) Introduction of themselves and the matter on the agenda they are commenting on.~~

(f) The comment period will be closed and additional comment will be accepted only as requested in the form of a question by a member of the Council or Mayor in order to clarify an issue. Rebuttal of additional comments accepted may be allowed to insure all

points of view are heard.

(g) The Council will further discuss the agenda item, when applicable, frame a motion for debate, and act upon the motion if they so desire.

21. ACTIONS FOR PUBLIC HEARING (These are generally regulated by RCW's, Ordinance etc. and type of hearing, needs to further review)

The procedures for a public hearing are as follows: **provided in RCW's or specific rules or city code.**

~~(a) The City Clerk shall provide sign-up sheets in Council Chambers for those wishing to speak on an item scheduled for an official public hearing. Any person who fails to sign in shall not be permitted to speak until all those who signed in have done so. At any public hearing all persons who have signed in and wish to be heard shall be heard.~~

~~(b) The Mayor, subject to concurrence of the Council, may change the order of speakers to ensure testimony is heard in the most logical groupings, and otherwise organize and control presentations. Speakers shall be given three (3) minutes to speak at the hearing.~~

~~(c) The Mayor shall introduce the agenda item, open the public hearing, and announce the following Rules of Order, which will be attached to the back of the council agenda sheet:~~

- ~~1. Audience members who signed up prior to the beginning of our meeting will be called first to speak at this public hearing. If you were unable to sign up before the meeting, you will be given an opportunity to address the council once we've gotten through all the speakers listed on the hearing sheets.~~
- ~~2. Each speaker should state his or her name and address for the record and will be given three minutes to address the council.~~
- ~~3. When a large group of individuals supports the same position on an issue, we encourage the selection of one or two representatives to speak on behalf of the entire group.~~

~~(d) When the Council conducts a hearing to which the Appearance of Fairness Doctrine applies, the Mayor (or in case of a potential violation by that individual, the Mayor Pro Tempore) may ask if any Councilmember knows of any reason that would require such member to excuse themselves pursuant to the Appearance of Fairness Doctrine. The form of the announcement is as follows: All Councilmembers should now give consideration as to whether they have: a demonstrated bias or prejudice for or against any party to the proceedings, a direct or indirect monetary interest in the outcome of the proceedings, pre-judgment of the issue prior to hearing the facts on the record, or ex parte contact with any individual, excluding administrative staff, with regard to an issue prior to the hearing. If any Councilmember should answer in the affirmative, then the Councilmember should state the reason for their answer at this time, so that the Mayor may inquire of Administration as to whether participation would result in a potential violation of the Appearance of Fairness Doctrine.~~

22. VOTING

The votes during all meetings of the Council shall be transacted as follows:

(a) Voice vote is the preferred method for the majority of votes. Any Councilmember or Mayor

may request a division of vote by a show of hands or a roll call vote. (RCW 35A.12.120,) The clerk shall record the “ayes” and “nays.” The order of the roll call vote shall be determined by the City Clerk. Council may vote to suspend the rules and vote using another method provided it complies with the Open Public Meetings Act. (OPMA)

(b) In case of a tie in votes on any proposal, the proposal shall be considered lost, unless the Mayor is authorized to break the tie. The Mayor is authorized to break a tie with respect to matters other than the passage of any ordinance, grant, revocation of a franchise or license, or any resolution for the payment of money. (RCW 35A.12.100)

(c) Every member who was in the Council Chambers when the question was put forth shall give their vote unless the Council, for special reasons, shall excuse the member by motion, or unless the Councilmember is excused in accordance with Rule 15, Appearance of Fairness Doctrine. If a Councilmember is excused, he/she should leave the meeting until after the vote has been conducted.

(d) The passage of any ordinance, grant or revocation of franchise, or license, and any resolution for the payment of money or approval of warrants shall require the affirmative vote of at least a majority of the whole membership of the Council. RCW 35A.12.120

(e) The passage of any public emergency ordinance (an ordinance that takes effect immediately), expenditures for any calamity or violence of nature or riot or insurrection or war, and provisions for a lesser emergency, such as a budget amendment, shall require the affirmative vote of at least a majority plus one of the whole membership of the Council

(f) The passage of any motion or resolution not subject to the provisions of RCW 35A.12.130, or the Tonasket Municipal Code, shall require the affirmative vote of at least a majority of the Councilmembers present and eligible to vote. (check) or participating remotely.

(g) If a member wishes to abstain he/she shall inform Council and the Mayor before the vote is called, stating the reason for the abstention. An “abstain” vote shall not be counted.

(h) The Mayor shall have the power to veto ordinances passed by the Council and submitted to him or her as provided in RCW 35A.12.130, but such veto may be overridden by the vote of a majority of all Councilmembers plus one vote.

23. COUNCIL STANDING COMMITTEES

The procedures governing the appointment and operation of all Committees of the Council shall be as follows:

(a) It shall be the responsibility of the Mayor to appoint Councilmembers to Council standing Committees at the first regular meeting of the Council in January following the election of Tonasket Councilmembers, or at a meeting soon thereafter, or otherwise as vacancies occur. Each Committee shall consist of two members, at least one of whom, when possible, shall be a re-appointment to the Committee on which he or she served during the previous year. Councilmembers shall state their preference for the Committees on which they wish to serve. No Councilmember may select a second Committee on which to serve until all Councilmembers have selected one Committee. In the event more Councilmembers state a preference for a Committee than there are vacancies, the appointment shall be made by drawing of lots. Every Councilmember shall serve on at least one Committee.